

# LEGACY PROGRAM PARTICIPATION AGREEMENT UNITED STATES

## Objective

The Legacy Program is designed to provide a period of transition to certain eligible professional and managerial employees who are ready to transition out of their employment with Seagate. The Legacy Program offers a phased approach where the employee will:

- work a reduced schedule of 60% of their normally scheduled hours; and
- transition their expertise to other employees and/or take on a mentor role to other employees; and/or
- undertake a project of fixed duration to see through to completion.

Details of your Legacy assignment, working hours, work schedule and objectives/deliverables are set out below.

## Compensation and Benefits

Your base pay will be pro-rated to 60% of your monthly base pay, based on your reduced work schedule. The changes to other compensation and benefits are as follows, and are subject to change at Seagate's sole discretion:

- Mid-year and year-end bonuses, if eligible, will be pro-rated based on eligible earnings during the bonus period. You must be on the active payroll at the time of the bonus pay-out effective date to receive mid-year or year-end bonuses.
- You will not be eligible to receive equity grants.
- ESPP (Employee Stock Purchase Plan) contributions will be based on the reduced salary.
- Life and AD&D and Disability Insurance costs and benefits will be based on the reduced salary.
- 401(k) contributions and employer match will be based on the reduced salary.
- Deferred Compensation Plan eligibility may be impacted depending on when the employee enrolls in the Legacy Program. If you're actively enrolled and making contributions to the Plan when the Legacy assignment begins, contributions to the Plan must continue but will be based on the reduced salary.

## Completion Bonus and Conditions

In exchange for a delayed and fixed departure date and orderly transfer of knowledge and responsibilities, you will receive a Completion Bonus at the end of your employment, paid as soon as administratively possible after the termination date. The Completion Bonus will be calculated as:

**Pro-rated Salary x Legacy Assignment Duration x 10%**

(and shall be subject to the usual deductions/tax withholdings)

You must successfully complete your outstanding job responsibilities and transition any remaining responsibilities, subject to manager approval, in order to be eligible for a Completion Bonus. Completion Bonus will be paid after the you transition out of the Company. You will not be eligible for any pro rata portion of a Completion Bonus. If you terminate your employment, or if your employment is terminated by Seagate for cause, prior to the agreed upon end date of the Legacy assignment, no Completion Bonus will be paid.



**Agreement**

The Legacy Program is entirely voluntary, and employee initiated. The Legacy assignment start, and end dates should be jointly determined by you and your manager and must receive approval from the organizational Vice President. Once this Participation Agreement has been signed and approved, there will be no option to revoke the agreement. Both Seagate and you remain free to terminate the employment relationship with or without notice and/or cause, provided that, as aforementioned, if you terminate your employment, or if your employment is terminated by Seagate for cause, prior to the agreed upon end date of the Legacy assignment, no Completion Bonus will be paid.

All other terms and conditions of your employment shall remain unchanged.

Employee Name:		Site:	
Current Title/Level:		Organization	
Manager Name:		Manager Title:	
VP Name:			
Legacy Assignment Start Date (as discussed with manager):			
Legacy Assignment End Date (last day of employment):			

**Key Responsibilities to Be Transitioned/Work to Be Completed**

Please list the primary duties and responsibilities that will be transitioned to other employees during the Legacy assignment.

Responsibilities	% of Time	Expected Completion Date
<i>(Sample) Train replacement on xyz processes</i>	15%	May 2021
<b>Total Time (must equal 100%)</b>		

**Acknowledgment and Agreement**

I acknowledge and agree that I have had adequate time to review the terms and conditions of the Legacy Program as outlined above and voluntarily elect to participate in the Legacy Program. I further acknowledge and agree that the responsibilities as set forth above must be completed by me in a manner acceptable to my manager prior to my last day of employment in order for me to be eligible for a Completion Bonus. I understand that my election to participate in the program is not revocable and that I am voluntarily resigning my employment with Seagate. My resignation date shall be effective [\[insert date\]](#).

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**SEAGATE US LLC**

\_\_\_\_\_  
Manager Name

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date

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Vice President Name

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Vice President Signature

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Date